- 5. the private pay telephone provider complied with any reasonable requests (possibly extending even to restriction to local calling or temporary disconnect in extreme cases) made by the LEC or a relevant OSP to prevent the completion of any additional calls in violation of a telephone line's outgoing call screening restrictions.
- 6. 10XXX1+ and 10XXX011+ calls are blocked or rated from the private pay telephone provider's set or by a service ordered from the LEC, if available.
- D. The LEC which provided outgoing call screening and billed number screening to the private pay telephone provider shall be responsible for::
- 1. Taking and implementing private pay telephone provider orders for outgoing call screening and billed number screening (to the extent such screening was available and was not provided on a bundled basis with the line) in a timely and accurate manner;
- 2. providing (electronically when available) a list of the numbers identifying all access lines serving pay telephones with outgoing screening restrictions within its service area with updates to be provided prior to the assigned due date at a reasonable charge.
- 3. Transmitting Identification digit(s) consistent with the private pay telephone provider's order to the first non-LEC OSP or carrier for each operator-handled call;
- 4. investigating claims by private pay telephone providers that operator handled calls are being completed from or billed to their pay telephones in violation of outgoing call screening restrictions or billed number screening restrictions despite their compliance with all the requirements of Sections B and C, above, with such investigation to include, in the local exchange carrier's reasonable discretion, examination of Automated Message Accounting (AMA) records of the subject calls; and
- 5. informing the private pay telephone provider and relevant OSPs whether the LEC concludes from its investigation that the private Pay phone provider's handling of operator handled calls meets all the requirements described in Sections B and C, above.

and that the violation occurs from other sources; and, upon such a conclusion, removing intrastate OSP charges for operator handled calls that meet all of the requirements described in Sections B and C, above, from the private pay telephone provider's bill if the call(s) appear on the LEC bill. If investigation demonstrates that the OSP failed to meet the requirements for call handling set forth in Section E, below, the charges removed from the private pay telephone provider's bill shall be the responsibility of whichever OSP allowed the call to be completed. In such instances, the LEC's responsibility shall be to recourse the charges directly to the billing OSP for resolution. Notwithstanding any other agreement, the billing OSP shall authorize such recourse. If investigation demonstrates that the LEC failed to implement screening in response to private pay telephone provider orders for screening or for services incorporating screening in a timely and accurate manner or failed to transmit identification digits and failed to include the numbers identifying the relevant access lines in the current version of the list referred to in D.2, above, the charges removed from the private Pay phone provider's bill will be recoursed to the LEC which failed to apply or recognize the appropriate screening.

E. The OSP shall be capable of and responsible for

- 1. responding appropriately to the identification digit(s) transmitted to the OSP at the time an operator handled call is transmitted to the OSP for completion; and validating each intrastate call against a current version of the list in D.2, above, and against a billing validation database (i.e., BVA, LIDB) to ensure the called and calling numbers are screened to prevent the origination or receipt of collect calls and/or third number calls and to ensure the validity of calling cards as appropriate.
- 2. Promptly investigating claims by private pay telephone providers that operator handled calls are being completed from or billed to their pay telephones in violation of outgoing call screening restrictions despite their compliance with all the requirements of sections B and C, above. Upon the request of the LEC or the private pay telephone

provider and at the reasonable discretion of the OSP, such investigation may include examination of the OSP's Automated Message Accounting (AMA) records of the subject calls.

3. Notifying both the local exchange carrier and the private pay telephone provider of the result of the investigation of the subject calls.

The OSP shall be responsible for any intrastate charges for operator handled calls removed from the private pay telephone provider's bill pursuant to Sections B, C and D.4, above, and shall not pursue or direct any billing agent to pursue collection of such charges from the private pay telephone provider, if the LEC OR OSP investigation demonstrates that the OSP was not in compliance with its obligations in this agreement or, in the absence of other explanations, that the subject calls were billed because:

- a) the OSP's equipment and/or procedures do not enable it to receive and respond appropriately to the identification digit(s) transmitted by the LEC for all operator handled dialing patterns and for all such calls from pay phones, including the passing on of the identification digit(s) to any operator station(s) involved in processing the call, whether the stations are internal to the OSP or those of another OSP, or otherwise advising the other OSP of restrictions on the line originating the call;
- b) the OSP's equipment does not mechanically preclude its live operators from placing calls contrary to applicable screening restrictions;
- c) the equipment used by the OSP to respond to the identification digit(s) was experiencing technical problems at the time the disputed calls were completed, or
- d) the OSP's billing validation system failed to validate the calls in question. The OSP shall not rebill fraudulent credit card calls to the private pay telephone provider.
- F. In the event that the LEC sustains the OSP's charges to the private pay telephone provider, the private pay telephone provider may seek review of such determination by

filing an informal or formal complaint with the California Public Utilities Commission, in accordance with Commission rules applicable to such proceedings, including any deposits required, and shall not be subject to disconnection of local exchange service for non-payment of the subject charges for so long as such complaint remains outstanding.

- G. Subject to reasonable notice having been provided and reasonable arrangements having been made with the private pay telephone provider, the OSPs and the LEC shall have the right to physically inspect any private pay telephone from which the subject calls are being placed. The private pay telephone provider shall pay reasonable costs of inspection if such inspection reveals the problem to be in the telephone.
- H. All affected parties agree to cooperate fully in solving and assigning responsibilities for instances of fraud which are covered by this Agreement.

ATTACHMENT A

TEST CALLS/PROCEDURES FOR PAYPHONE COMPLIANCE

Ensure that interface is not easily accessible to customer.

OUTGOING TEST CALLS FROM THE PAYPHONE

Dial 0- Request the operator to identify if the line has Code 88 call

screening.

Dial 00- Verify OSP/IXC matches signage.

Dial 0+7 Verify LEC bong. Request 3rd party billing using Payphone

Number. Verify call cannot be completed.

Dial 0+10 Verify LEC or OSP bong. Request 3rd party billing using

Payphone Number. Verify call cannot be completed.

Dial 10XXX0- Verify OSP/IXC.

Dial 10XXX0+7 Verify OSP/IXC recording.

Dial 10XXX0+10 Verify OSP/IXC bong.

Dial 10XXX1Dial 10XXX1+7
Verify call cannot be completed as dialed.
Verify call cannot be completed as dialed.
Verify call cannot be completed as dialed.

Dial 10XXX011- Verify call cannot be completed as dialed.

Verify call cannot be completed as dialed.

Dial 950XXXX Verify call is processed as a free call.

Dial 800-XXX-XXXX Verify call is processed as a free call.

Dial 411 Verify call is processed as a free call.

Dial 611 Verify call is processed as a free call.

Verify call is processed as a free call.

Dial 976-XXXX Verify call cannot be completed as dialed. Verify call cannot be completed as dialed.

Dial 811-XXXX Verify call is priced at local rate.

INCOMING TEST CALLS TO THE PAYPHONE

Place collect call to Payphone Number. Verify collect call will not be processed.

ATTACHMENT 3

POSITION STATEMENTS OF PACIFIC BELL AND INTELLICAL

Timestry S. Dawreen Server Coursel Legal Department 14G New Montgomery Street: 400m 1507 San Francisco, Cultomia 34105 (415) 542-7898



September 22, 1992

Mr. Gene Graczyk
ATLT
795 Folsom Street, Room 200
San Francisco, CA 94107

Re: 10XXX Toll Fraud Issues

-- Pacific's Minority Report Statement

Dear Gene:

Enclosed is our statement to accompany whatever distribution the members are planning to make of the majority and minority 10XXX fraud reports. Please call me if you have any questions.

Sincerely,

cc: Ms. McBee

Mr. Ruiz

Mr. Allan Jones

Mr. John Raposa (GTEC)

STATEMENT OF PACIFIC BELL

Pacific Bell supports the industry effort taking place in California to address fraud issues. The position paper proposed by AT&T and the other interexchange carriers, however, should be seen as treating only certain fraud issues. The paper deals only with intrastate calls. It does not address international collect calls. Further, the paper does not impose upon operator service providers sufficient responsibility to use the information available to them to ensure that calls handles by them are properly screened, blocked and transferred.



October 29, 1992

Mr. E.M. Graczyk AT&T 795 Folsom Street, Room 200 San Francisco, CA - 94107

Dear Gene:

Enclosed is Intellicall's statement to be included with the final distribution of the 10XXX Workshop report. Please call if you have any questions or require further information.

Very Truly Yours,

B. Reid Presson, Jr.

Vice President - Regulatory Affairs

STATEMENT OF INTELLICALL, INC.

Intellicall notes that neither of the two the recommendations address the obligations and responsibilities of local exchange carriers (LECs) when acting in their role as OSPs.

in processing local and intraLATA toll calls placed from and to COPT phones, LECs must observe restrictions against billing outgoing and incoming operator assisted calls established by applicable screening services purchased from the LEC by COPT owners. To the extent such call types are completed in violation of such screening restrictions and noted by the COPT owner, the LEC assumes the responsibilities of an OSP as detailed in Section E, including validating calls against the LIDB and the list of COPT access lines as proposed by Pacific.

intellicall also notes that pursuant to the FCC's July 10 order in CC Docket 91-35, all LECs are required to tariff originating and billed number screening services and to file tariffs with the FCC for international call blocking services (presumably including description, terms and conditions of service) such that these services will be available to potential subscribers no later than January 10, 1993.

The document addresses only the responsibilities of the various parties in the event of fraudulent operator handled calls and falls to address direct dialed international calls completed in spite of central office blocking. Since such calls should never reach an OSP, presumably the charges are the responsibility of the LEC, not the OSP who completed the call.

APPENDIX B

Describe the Incomplete Call	Send Refund to
Number Dialed: Money Lost: Money Requested: How did the call end? Ring, No Answer or Call Abandoned Busy Intercept Other	Name: Address Line 1: Address Line 2: City: State: Zip Code: Phone Number:
What Numbers are not Free?	What Numbers are Blocked?
0- 411	0- 411
O+ 611	O+ 611
00+ 10xxx 911	10xxx 911
950-xxxx	950-xxx
800-xxx-xxxx	800-xxx-xxxx
Vendor Refund Number	Vendor Refund Number
Rate Quote	

Describe Local Call	What is Missing from Signage?
Amount Requested: 0.00 Number Dialed:	Totally Gone! Refund Phone Number
Describe Toll Call	COPT Phone Number Vendor Name COPT Address Other
Amount Requested: Number Dialed: Date call was Made: Time call was Made:	

Tariff Complaint
Incomplete Signage Overcharged Local Call Overcharged Toll Call Blocked Access to No Free Access to No Refund for incomplete call. Cut off local before 15 mins.
Non-Tariff Info
Wants Refund Misc.
Call duration in minutes.

OPT Violations by Month

Oct-93	
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ite	Total Violations (not signa	ige) Blocking	Overcharge Local	No Free Access	Overcharge Toll	
1992						
8/1/92	57.70	% 35.50%	11.10%	0.00%	0.00%	
9/1/92	63.20	% 38.90%	9.50%	2.20%	1.40%	
	60.45%	37.20%	10.30%	1.10%	0.70%	
1 1992						
10/1/92	84.60	% 47.80%	19.10%	10.50%	3.30%	
11/1/92	48.00	% 31.00%	3.80%	7.70%	0.70%	
12/1/92	56.40	% 40.20%	4.00%	3.60%	5.90%	
	63.00%	39.67%	8.97%	7.27%	3.30%	
<u>1 1993</u>						
1/1/93	• 43.60	% 31.20%	3.50%	3.30%	2.80%	
2/1/93	48.60	% 35.00%	1.70%	4.00%	2.00%	
3/1/93	45.60	% 34.60%	1.60%	2.70%	3.10%	
	45.93%	33.60%	2.27%	3.33%	2.63%	
2 1993						
4/1/93	- 59.50	% 38.80%	3.00%	4.50%	3.00%	
5/1/93	59.80	% 48.20%	2.50%	5.40%	0.70%	
6/1/93	42.80	% 33.40%	1.40%	2.20%	4.20%	
	54.03%	40.13%	2.30%	4.03%	2.63%	
3 <u>1993</u>						
7/1/93	45.10	% 32.60%	2.60%	3.90%	2.90%	
8/1/93	44.00	% 35.00%	2.00%	4.00%	1.60%	
	44.55%	33.80%	2.30%	3.95%	2.25%	
Quarter Average	53,76	% 37.09%	5.06%	4.15%	2.43%	

Second Letters

21-Sep-93

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Date		No Response to Second Letter	
Q3 1992			
	8/1/92	52.00 %	
	9/1/92	35.70 %	
		43.85 %	
Q4 1992			
	10/1/92	39.00 %	
	11/1/92	53.40 %	
	· 12/1/92	35.30 %	
		42.57 %	
Q1 1993			
	1/1/93	46.60 %	
	2/1/93	43.80%	
	3/1/93	34.90%	
		41.77 %	
Q2 1993			
	4/1/93	46.50 %	
	5/1/93	37.30 %	
	6/1/93	40.00 %	
		41.27 %	
Q3 1993			
	7/1/93	38.70%	
	8/1/93	22.00 %	
		30.35 %	

Quarter Average :

40.40 %

RECIPROCAL NONDISCLOSURE AGREEMENT

WHEN TO USE THIS AGREEMENT

This Agreement should be used when Pacific Bell employees meet with an Outsider (e.g., a supplier, independent contractor, vendor or consultant) and each party must disclose confidential or proprietary information to the other party. BEFORE disclosing any confidential or proprietary information, Pacific Bell employees should require that this Agreement be executed by the Outsider. Pacific Bell employees should not sign the Outsider's nondisclosure form unless prior approval of the Legal Department is obtained.

HOW TO USE THIS AGREEMENT

Both parties are to sign this Agreement. The individual signing on behalf of Pacific Bell should be that management employee (2nd level or above or their designated representative) with responsibility for the project. Fill in the blanks with the following information:

- 1. Effective date of the Agreement;
- 2. The Outsider's full, correct legal name (in the heading);
- 3. The Outsider's form of entity (i.e. corporation, partnership or individual). If the Outsider is a corporation, include its state of incorporation;
- 4. Short description or title of the subject, product or service being discussed.

Send the original copy of this Agreement and any subsequent notice of termination to: Company Archives, 140 New Montgomery, Room 516, San Francisco (phone number: 415-542-3486).

Keep the second copy for your files. Give the third copy to the Outsider.

Make certain that all information to be provided to the Outsider that you consider to be confidential or proprietary is properly marked with the appropriate proprietary legend (see S.I. 178).

Also, remember to identify information as being confidential or proprietary before orally disclosing it. Consult S.I. 178 for further guidance on handling proprietary information.

DO NOT MAKE ANY CHANGES TO THE TEXT OF THIS AGREEMENT WITHOUT FIRST CONSULTING THE LEGAL DEPARTMENT ON 415-823-0139.

RECIPROCAL NONDISCLOSURE AGREEMENT

Т	HIS AGRE	EMENT.	eff	ective		, 19	_ , is
			a	California	corporation	("PACIFIC"),	and
("SECON	ID PARTY	').		· · · · · ·			

The parties agree as follows:

- 1. In connection with ongoing discussions or negotiations between PACIFIC and SECOND PARTY concerning COPT ENFORCEMENT (the "Project"), each party may find it beneficial to disclose to the other party certain information in written, oral or other tangible or intangible forms which may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or business information (individually and collectively, "Information"). Information which is provided in written, encoded, graphic or other tangible form shall be deemed to be confidential or proprietary only if it is clearly marked by the disclosing party as being confidential or proprietary. If Information is provided orally, it shall be deemed to be confidential or proprietary only if it is clearly identified by the disclosing party prior to such disclosure as being confidential or proprietary, or is identified as being confidential or proprietary in a letter delivered to the other party within ten (10) days after such disclosure.
- 2. Each party understands that, except as otherwise agreed in writing, the Information which it may receive concerning the other party's future plans with respect to the Project is tentative and is not intended to represent firm decisions by the other party concerning the implementation of such plans. Each party further understands that the other party is or may be meeting with third persons and may receive information from such third persons similar to the Information which such other party may receive hereunder. Information provided to SECOND PARTY hereunder does not represent a commitment by PACIFIC to purchase or otherwise acquire any products or services from SECOND PARTY. If PACIFIC desires to purchase or otherwise acquire any products or services from SECOND PARTY, SECOND PARTY and PACIFIC will execute a separate written agreement to govern such transactions.
- The party to whom Information is disclosed (the "receiving party") shall:
 - a. hold such Information in confidence with the same degree of care with which the receiving party protects its own confidential and proprietary information;
 - restrict disclosure of the Information solely to its employees, contractors and agents with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;

- c. use the Information only as needed for the purposes of Project;
- d. except for the purposes of the Project, not copy or of wise duplicate such Information or knowingly allow an else to copy or otherwise duplicate such Information any and all copies shall bear the same notices or legif any, as the originals; and
- e. on request, promptly return to the other party all Infotion in a tangible form or certify to the disclosing party it has destroyed or, if the information is recorded corasable storage medium, erased such information.
- 4. The receiving party shall have no obligation to preserve the fidential or proprietary nature of any Information which:
 - was previously known to the receiving party free ct obligation to keep it confidential at the time of its discle by receiving party's written records prepared prior to disclosure; or
 - is or becomes publicly known through no wrongful of the receiving party; or
 - is rightfully received from a third person having no or or indirect secrecy or confidentiality obligation to the dising party with respect to such Information; or
 - d. is independently developed by an employee, contracting agent of the receiving party not associated with the Phand who did not have any direct or indirect access to Information; or
 - is disclosed to a third person by the disclosing party was similar restrictions on such third person's rights; or
 - f. is approved for release by written authorization codisclosing party.
- 5. This Agreement shall apply to all Information relating to the ject disclosed by one party to the other and shall continue either party delivers notice of termination to the other party vided, however, that all obligations hereunder with respundermation received prior to the termination of this Agree shall survive such termination.
- Nothing contained in this Agreement shall be construed as (ing or conferring any rights by license or otherwise in Information.
- This Agreement shall benefit and be binding upon the p: hereto and their respective subsidiaries, affiliates, succer and assigns.
- This Agreement shall be governed by and construed in as dance with the laws of the State of California, irrespective choice of laws principles.

	PACIFIC BELL
Ву:	By:
Print Name:	Print Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:

APPENDIX C

CUSTOMER OWNED PAY TELEPHONES

WORKSHOP LIST

Name

Tom Keane California Pay Tel 14472 Wicks Boulevard San Leandro CA 94577

Mike Keener GTE California Inc. One GTE Place MC CA500GCA Thousand Oaks CA 91362-3811

Karen McBee Pacific Bell 370-3rd St. Room 711A San Francisco CA 94107

Ken McEldowney Consumer Action 116 New Montgomery Room 233 San Francisco CA 94105

Mary Cooper CPUC 505 Van Ness Avenue Room 4003 San Francisco CA 94102

Mike Salvemini COPT Enforcement 2033 N. Main St. Suite 1000B Walnut Creek CA 94596

Robert Weissman CPUC 505 Van Ness Ave. Room 3203 San Francisco CA 94102

Gene Graczyk AT&T 795 Folsom Street Room 200 San Francisco CA 94107

Ron Evans Frances Loya OAN 7755 Haskell Avenue Van Nuys CA 91406 Woody Whitford Contel of California 16071 Mojove Drive Victorville CA 92307

Sharon Carpenter CPA 290 Yerba Buena Place Fremont CA 94536

George Huff CPA 2025 Gateway Place Suite 272 San Jose CA 95110

Ken Scott Orion Pay Phones 3368 Governor Drive Suite F-140 San Diego CA 92122

Lenore Alpert
Pacific Bell
140 New Montgomery Room 2405
San Francisco CA 94105

Tim Dawson
Pacific Bell
140 New Montgomery Room 1507
San Francisco CA 94105

Julia Russo Amtel Communications, Inc. 26260 Eden Landing Road Building A Hayward CA 94545

John D. O'Keefe Correctional Communications Corporation, Inc. P.O. Box 1675 San Ramon CA 94583

Reid Presson/Donn C. Hotchkin Intellicall Inc. 2155 Chenault Suite 410 Carrolton TX 75006 Peter A. Casciato 1500 Sansome St. Suite 201 San Francisco CA 94111

Steve Casto Elcotel Inc. 6428 Parkland Drive Sarasota FL 34243

Eleanor Szeto CPUC 505 Van Ness Avenue Room 3203 San Francisco CA 94102

APPENDIX D

APPLICATION FOR PUBLIC POLICY PAY TELEPHONE SERVICE

Requesting Party Name/Title:
Business or Organization you Represent:
Phone Number:()
Location of Requested Pay Phone Service:
Business or Location Name:
Contact Person at Business or Location
Name:
Phone: ()
Type of Business:
Opening Date (if not open)
Why do you want a Public Policy Payphone?
Are there any other payphones on the property? Please
circle: Yes No If yes, how many?
If there are other payphones on the property, is compensation
paid to the owner or occupant of the property for these other payphones? Please circle: ves No Don't know
165 NO DON C MION
What are the hours which the requested public policy payphone will be made available to the public? Fromto
What days will the payphone be available? Please circle the available days. S M T W T F S
Will the payphone be indoors or outdoors? Please circle: Indoors Outdoors

7

If indoors, does the telephone company signeral public to to circle: Yes No	ign, outside the pr he location of the	coperty, directing the payphone? Please
agency as a gatheri:	ng place where emer	e designated by a public gency aid is dispensed to natural disaster? Please
that location canno telephone service?	t individually subs Please circle: y_{ϵ} tanding of the reas	es No If yes, please son phone service is
telephone is readily	y or effectively ac	ea where no other pay ccessible (generally neral public? Please
What is the approxi	mate distance of th	ne nearest payphone?
not readily or effe	ctively accessible No If yes, ple	of another payphone, but to the general public? ease explain why the
What are the names	of some nearby busi	inesses?
To your knowledge has ite before? Please I declare under pendinformation is true	e circle: Yes Nalty of perjury tha	rphone at the proposed No at the foregoing
	and correct.	
Signature	Print Name	Title
Date	Number where you	can be reached
	during business	